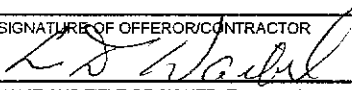
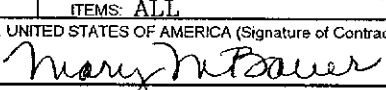


SOLICITATION/CONTRACT/ORDER				COMMERCIAL ITEMS		1. REQUISIT SEE SCHEDULE		PAGE 1 OF 8	
2. CONTRACT NO. F33601-00-D-J012		3. AWARD EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER F33601-00-R-0006		6. SOLICITATION ISSUE DATE 15 FEB 2000	
7. SOLICITATION VATION CALL:		a. NAME A. LOVING/PKWOS		b. TELEPHONE NUMBER (No collect calls) [937] 257-6147		8. OFFER DUE DATE/LOCAL TIME 2000 MAR 07/02:00 PM		12. DISCOUNT TERMS N30	
9. ISSUED BY DEPARTMENT OF THE AIR FORCE ASC/PKWO AREA C BLDG 1 RM 109 1940 ALLBROOK DRIVE STE 3 WRIGHT-PATTERSON AFB OH 45433-5309 937-257-6147 ext 4424				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUS <input type="checkbox"/> 8(A) SIC: 7623 SIZE STD: \$5.0		11. DELIVERY FOR FOB DEST. UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING DO S1		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO CODE				16. ADMINISTERED BY CODE				18a. PAYMENT WILL BE MADE BY CODE	
17a. CONTRACTOR/ OFFEROR CODE 4N050 Facility CODE Waibel Energy Systems, Inc. Dayton Trane 815 Falls Creek Drive Vandalia, Ohio 45377 TELEPHONE NO. (937) 264-4343				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE-ADDENDUM					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE-ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	ACCEPTANCE PERIOD IS 120 CALENDAR DAYS.								
	INK								
(Attach Additional Sheets as Necessary)									
25. ACCOUNTING AND APPROPRIATION DATA SEE SECTION G						26. TOTAL AWARD AMOUNT (For Gov't use only) ESTIMATED \$681,510.00			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.									
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.									
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.					29. AWARD OF CONTRACT: REFERENCE OFFER DATED 19 APR 00 . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: ALL				
30a. SIGNATURE OF OFFEROR/CONTRACTOR 					31a. UNITED STATES OF AMERICA (Signature of Contracting Officer) 				
30b. NAME AND TITLE OF SIGNER (Type or print) L. David Waibel			30c. DATE SIGNED April 19, 2000		31b. NAME OF CONTRACTING OFFICER (Type or print) MARY M. BAUER (mary.bauer@wpafb.af.mil)			31c. DATE SIGNED 26 Apr 00	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED					33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR
32b. SIGNATURE OF AUTHORIZED GOV'T REPRESENTATIVE					32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER
32b. SIGNATURE OF AUTHORIZED GOV'T REPRESENTATIVE					32c. DATE		38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER
41a. CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT					42a. RECEIVED BY (Print)		40. PAID BY		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER					41c. DATE		42b. RECEIVED AT (Location)		
					42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS		

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, DC 20405.

OMB No.: 9000-0136
Expires: 90/30/98

PART I - THE SCHEDULE
SECTION B
SUPPLIES OR SERVICE AND PRICES/COSTS

ITEM	SUPPLIES/SERVICES	AMOUNT
NONPERSONAL SERVICES TO PROVIDE ALL LABOR, MATERIAL, EQUIPMENT AND SUPERVISION NECESSARY TO PERFORM MAINTENANCE, IMPROVEMENTS, SCHEDULED OVERHAUL, ROUTINE REPAIR AND EMERGENCY SERVICE CALLS ON CENTRIFUGAL, SCREW AND RECIPROCAL CHILLERS AND ASSOCIATED COOLING SYSTEM COMPONENTS IN ACCORDANCE WITH THE STATEMENT OF WORK.		
BASE PERIOD:	01 MAY 2000- 30 APRIL 2001	ESTIMATED
0001 - 0003	SAME AS ABOVE IN ACCORDANCE WITH THE STATEMENT OF WORK (SOW) (SEE EXHIBIT A FOR SCHEDULE)	\$ <u>681,510.00</u>
OPTION PERIOD I:	01 MAY 2001 - 30 APRIL 2002	ESTIMATED
1001 - 1003	SAME AS ABOVE IN ACCORDANCE WITH THE STATEMENT OF WORK (SOW) (SEE EXHIBIT A FOR SCHEDULE)	\$ <u>681,510.00</u>
OPTION PERIOD II:	01 MAY 2002 - 30 APRIL 2003	ESTIMATED
2001 - 2003	SAME AS ABOVE IN ACCORDANCE WITH THE STATEMENT OF WORK (SOW) (SEE EXHIBIT A FOR SCHEDULE)	\$ <u>681,510.00</u>
OPTION PERIOD III:	01 MAY 2003 - 30 APRIL 2004	ESTIMATED
3001 - 3003	SAME AS ABOVE IN ACCORDANCE WITH THE STATEMENT OF WORK (SOW) (SEE EXHIBIT A FOR SCHEDULE)	\$ <u>681,510.00</u>
OPTION PERIOD IV:	01 MAY 2004 - 30 APRIL 2005	ESTIMATED
4001 - 4003	SAME AS ABOVE IN ACCORDANCE WITH THE STATEMENT OF WORK (SOW) (SEE EXHIBIT A FOR SCHEDULE)	\$ <u>681,510.00</u>
		ESTIMATED
GRAND TOTAL (BASE PLUS OPTION YEARS I, II, III AND IV)		\$ <u>3,407,550.00</u>

B-1. CLAUSES AND PROVISIONS

- (a) Clauses and provisions from the Federal Acquisition Regulation (FAR) and supplements thereto are incorporated in this document by reference and in full text. Those incorporated by reference have the same force and effect as if they were given in full text.
- (b) Clauses and provisions in this document will be numbered in sequence, but will not necessarily appear in consecutive order.
- (c) Sections K, L and M will be physically removed from any resultant award but will be deemed to be incorporated, by reference, in that award.

ADDENDUM TO SF1449

PART I - THE SCHEDULE SECTION F DELIVERIES OR PERFORMANCE

F-12 PERIOD OF PERFORMANCE

(IAW FAR 11.401(a))

Performance under this contract shall be from CONTRACT AWARD DATE thru 30 APR 2001.

F-13. PLACE OF PERFORMANCE

(IAW FAR 11.401(a))

Services under this contract are required to be performed at the following location(s): VARIOUS LOCATIONS AT WRIGHT-PATTERSON AFB, OHIO.

PART I - THE SCHEDULE SECTION G CONTRACT ADMINISTRATION DATA

G-1. ACCOUNTING AND APPROPRIATION DATA (This information supplements Block 25 of the SF1449):

CONTRACTOR: INVOICES SHOULD BE PREPARED IN ACCORDANCE WITH FAR PART 32 PAYMENTS CLAUSES. INVOICES SHOULD CITE THE CONTRACT NUMBER AND LIST APPLICABLE CONTRACT LINE ITEM NUMBERS AND ASSOCIATED CHARGES.

SEND INVOICES TO THE ADDRESS LISTED BELOW:

EACH INDIVIDUAL TASK ORDER WILL DESIGNATE THE APPROPRIATE FUND CITE AND THE ADDRESS FOR INVOICING. ADDITIONAL FUNDS WILL BE CITED ON INDIVIDUAL ORDERS ISSUED UNDER THIS CONTRACT.

PART II - CONTRACT CLAUSES SECTION I CONTRACT CLAUSES

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE
(IAW FAR 52.107(b))

FEB 1998

The full text of a clause may be accessed electronically at this/these address (es): Regulations URLs: (Click on the appropriate regulation.)

<http://farsite.hill.af.mil/reghtml/far/farltoc.htm>

<http://farsite.hill.af.mil/reghtml/dfars/dfarltoc.htm>

<http://farsite.hill.af.mil/reghtml/affars.affarltoc.htm>

<http://farsite.hill.af.mil/reghtml/afmcfars/afmcltoc.htm>

NOTE: After selecting the appropriate regulation above, at the "Table of Contents" page, conduct a search for the desired regulation reference using your browser's FIND function. When located, click on the regulation reference (hyperlink).

NO.	FAR PARA	CLAUSE TITLE	DATE
I-105.	52.212-4	CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (IAW FAR 12.301(b)(3))	MAY1999

ADDENDUM TO I-105:

I-170.	52.216-18	ORDERING (IAW FAR 16.506(a))	OCT 1995
For the purposes of this clause the blank(s) is/are completed as follows:			
(a) issued from <u>CONTRACT AWARD DATE through 30 APR 2001</u>			

I-171.	52.216-19	ORDER LIMITATIONS (IAW FAR 16.506(b))	OCT 1995
For the purposes of this clause the blank(s) is/are completed as follows:			
(a) <u>\$1,000.00</u>			
(b)(1) <u>\$500,000.00</u>			
(b)(2) <u>\$500,000.00</u>			
(b)(3) <u>5 DAYS</u>			
(d) <u>10 DAYS</u>			

I-178.	52.216-22	INDEFINITE QUANTITY (IAW FAR 16.506(e))	OCT 1995
For the purposes of this clause the blank(s) is/are completed as follows:			
(d) Contractor shall not be required to make any deliveries under this contract after <u>15 MAY 2001</u> .			

I-194.	52.217-8	OPTION TO EXTEND SERVICES (IAW FAR 17.208(f))	NOV 1999
For the purposes of this clause the blank(s) is/are completed as follows:			
<u>14 CALENDAR DAYS</u>			

I-195.	52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT (IAW FAR 17.208(g))	MAR 2000
For the purposes of this clause the blank(s) is/are completed as follows:			
(a) within <u>14 CALENDAR DAYS PRIOR TO THE CONTRACT EXPIRATION PERIOD AND, IF EXERCISED, SHALL BE SUBJECT TO I-404, AVAILABILITY OF FUNDS.</u>			
at least <u>60</u> days			
(c) shall not exceed <u>5 YEARS, 6 MONTHS..</u>			

I-106.	52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (IAW FAR 12.301(b)(4))	Feb 2000
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(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755);
- (2) 52.225-13, Restrictions on Certain Foreign Purchases (E.O.'s 12722, 12724, 13059, and 13067).
- (3) 52.233-3, Protest after Award (31 U.S.C 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer shall check as appropriate.]

- X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).
- (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

- ___ (4)
___ (i) 52.219-5, Very Small Business Set-Aside (pub. L. 103-403, section 304, small Business Reauthorization and Amendments Act of 1994).
___ (ii) Alternate I to 52.219-5.
___ (iii) Alternate II to 52.219-5.
X (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
X (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).
___ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
___ (8) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
___ (ii) Alternate I of 52.219-23.
___ (9) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
___ (10) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
X (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
X (12) 52.222-26, Equal Opportunity (E.O. 11246).
X (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
X (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
X (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
___ (16) 52.225-1, Buy American Act-Balance of Payments Program-Supplies (41 U.S.C. 10a-10d).
___ (17)(i) 52.225-3, Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
___ (ii) Alternate I of 52.225-3.
___ (iii) Alternate II of 52.225-3.
___ (18) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
___ (19) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
___ (20) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
___ (21) [Reserved]
X (22) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (31 U.S.C. 3332).
___ (23) 52.232-4, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration (31 U.S.C. 3332).
___ (24) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
___ (25) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
___ (26) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components: [Contracting Officer check as appropriate.]

- ___X_ (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).
WAGE DETERMINATION (IAW FAR 22.1012-1). Service Contract Act Wage Determination Nr **94-2419, REV 14**, dated **27 MAY 1999**, is attached hereto and made a part hereof.
___X_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
This statement is for information only. It is not a wage determination.

Benefits	Employee Class
WG-09	Plumber
WG-10	Electrician
WG-10	Pipefitter
WG-10	Sheetmetal Worker
WG-02	Laborer
WG-10	Refrig/HVAC

- ___X_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

- ____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act – Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).
- ____ (6) 52.222-50, Nondisplacement of Qualified Workers (Executive Order 129333).

(d) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records – Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components --

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and
- (4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(End of Clause)

ADDENDUM TO I-106:

I-245.	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (IAW FAR 22.103-5(a))	FEB 1997
I-337.	52.228-5	INSURANCE—WORK ON A GOVERNMENT INSTALLATION (IAW FAR 28.310)	JAN 1997
I-404.	52.232-18	AVAILABILITY OF FUNDS (IAW FAR 32.705-1(a))	APR 1984
I-478.	52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (IAW FAR 37.110(b))	APR 1984
IA-34.	252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION (IAW DFARS 204.7304)	MAR 2000
IA-131.	252.212-7001	(Not applicable to awards with foreign vendors and foreign performance) CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (IAW DFARS 212.301(f)(iii))	MAR 2000

(a) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

<input checked="" type="checkbox"/>	252.205-7000	Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).
<input type="checkbox"/>	252.206-7000	Domestic Source Restriction (10 U.S.C. 2304).
<input checked="" type="checkbox"/>	252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637).
<input type="checkbox"/>	252.225-7001	Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10d, E.O. 10582).
<input checked="" type="checkbox"/>	252.225-7007	Buy American Act—Trade Agreements—Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).
<input checked="" type="checkbox"/>	252.225-7012	Preference for Certain Domestic Commodities.
<input type="checkbox"/>	252.225-7014	Preference for Domestic Specialty Metals (10 U.S.C. 2241 note).
<input type="checkbox"/>	252.225-7015	Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note).
<input type="checkbox"/>	252.225-7021	Trade Agreements (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
<input type="checkbox"/>	252.225-7027	Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779).
<input type="checkbox"/>	252.225-7028	Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).
<input type="checkbox"/>	252.225-7029	Preference for United States or Canadian Air Circuit Breakers (10 U.S.C. 2534(a)(3)).
<input type="checkbox"/>	252.225-7036	Buy American Act—North American Free Trade Agreement Implementation Act—Balance of Payments Program (____ Alternate I) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
<input type="checkbox"/>	252.227-7015	Technical Data—Commercial Items (10 U.S.C. 2320).
<input type="checkbox"/>	252.227-7037	Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).
<input checked="" type="checkbox"/>	252.243-7002	Requests for Equitable Adjustment (10 U.S.C. 2410).
<input type="checkbox"/>	252.247-7023	Transportation of Supplies by Sea (____ Alternate I) (____ Alternate II) (10 U.S.C. 2631).
<input type="checkbox"/>	252.247-7024	Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(b) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note).
 252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631).
 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).
 252.247-7025

IA-282.	252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (IAW DFARS 223.7103)	APR 1993
IB-320.	5352.223-9000	ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS) For the purposes of this clause the blank(s) is/are completed as follows: (d) Substance Application/Use NONE	MAY 1996 Quantity (lbs)
IB-321.	5352.223-9001	HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note).	JUN 1997
IB-468C	5352.228-9001	INSURANCE CLAUSE IMPLEMENTATION (AFMC) The Contractor shall obtain and maintain the minimum kinds and amounts of insurance during performance of this contract as specified by FAR 28.307-2, Liability, and contemplated by FAR 52.228-5, Insurance—Work on a Government Installation, and/or 52.228-7, Insurance—Liability to Third Persons.	JUL 1997
IB-486C	5352.237-9001	CONTRACTOR IDENTIFICATION (AFMC) (a) Contractor personnel and their subcontractors must identify themselves as Contractors or subcontractors during meetings, telephone conversations, in electronic messages, or correspondence related to this contract. (b) Contractor-occupied facilities (on AFMC or other Government installations) such as offices, separate rooms, or cubicles must be clearly identified with Contractor supplied signs, name plates or other identification, showing that these are work areas for Contractor or subcontractor personnel.	JUL 1997

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J

LIST OF ATTACHMENTS

(All listed attachments are at the end of this document)

<u>FORM NO.</u>	<u>TITLE</u>	<u>DATE</u>	<u>NO. OF PAGES</u>
EXHIBIT A	FIXED RATE CHART	4/18/00	6
ATTACHMENT 1	STATEMENT OF WORK	4/18/00	10
ATTACHMENT 2	WAGE DETERMINATION NO. 94-2419, REV 14	5/27/99	10

EXHIBIT A
FIXED RATE CHART
18 April 2000

F33601-00-R-0006
Page 1 of 6

	LABOR CATEGORY	QUANTITY	UNIT OF ISSUE	HOURLY RATE	ESTIMATED TOTAL
THE FOLLOWING LABOR CATEGORIES ARE SUBJECT TO THE SERVICE CONTRACT ACT. THIS IS NOT APPLICABLE TO LABOR CATEGORIES DETERMINED TO BE EXEMPT FROM THE SERVICE CONTRACT ACT.					
	MINIMUM QUANTITY WILL BE \$100,000.00				
	MAXIMUM QUANTITY WILL BE \$4,200,000.00 (BASE + 4 OPTION YEARS)				
	BASE PERIOD: 1 MAY 2000 - 30 APR 2001				
0001	REGULAR DUTY HOUR RATES OF PERSONNEL (FROM 6AM TO 6PM) BASED ON A MONDAY THROUGH FRIDAY WORKWEEK				
		ESTIMATED			
0001AA	PLUMBER	400	HRS		
		ESTIMATED			
0001AB	ELECTRICIAN	1250	HRS		
		ESTIMATED			
0001AC	PIPEFITTER	1600	HRS		
		ESTIMATED			
0001AD	SHEETMETAL WORKER	1210	HRS		
		ESTIMATED			
0001AE	REFRIG/HVAC	2810	HRS		
		ESTIMATED			
0001AF	LABORER	1180	HRS		
		ESTIMATED			
0001AG	ENGINEER	200	HRS		
0002	NON-DUTY HOUR RATES OF PERSONNEL (FROM 6PM TO 6AM) MONDAY THROUGH FRIDAY, INCLUDING WEEKENDS AND HOLIDAYS				
		ESTIMATED			
0002AA	PLUMBER	40	HRS		
		ESTIMATED			
0002AB	ELECTRICIAN	115	HRS		
		ESTIMATED			
0002AC	PIPEFITTER	145	HRS		
		ESTIMATED			
0002AD	SHEETMETAL WORKER	110	HRS		
		ESTIMATED			
0002AE	REFRIG/HVAC	255	HRS		
		ESTIMATED			
0002AF	LABORER	110	HRS		

*Exemption
#4*

EXHIBIT A
FIXED RATE CHART
18 April 2000

F33601-00-R-0006
Page 2 of 6

	LABOR CATEGORY	QUANTITY	UNIT OF ISSUE	HOURLY RATE	ESTIMATED TOTAL
				ESTIMATED	ESTIMATED
0003	PARTS/MATERIALS	1	LO		
	BILLABLE AT STANDARD RATES THAT MUST BE VALIDATED THROUGH SUBMISSION OF INVOICES FROM THE SUPPLIER, PUBLISHED PRICE LIST OR CATALOG PRICE.				
	TOTAL ESTIMATED PRICE FOR BASE PERIOD: (LINE ITEMS 0001 - 0003 TO BE TRANSFERRED TO PAGE 2 OF SCHEDULE B)				
	OPTION PERIOD I: 1 MAY 2001 - 30 APR 2002				
1001	REGULAR DUTY HOUR RATES OF PERSONNEL (FROM 6AM TO 6PM) BASED ON A MONDAY THROUGH FRIDAY WORKWEEK				
		ESTIMATED			
1001AA	PLUMBER	400	HRS		
		ESTIMATED			
1001AB	ELECTRICIAN	1250	HRS		
		ESTIMATED			
1001AC	PIPEFITTER	1600	HRS		
		ESTIMATED			
1001AD	SHEETMETAL WORKER	1210	HRS		
		ESTIMATED			
1001AE	REFRIG/HVAC	2810	HRS		
		ESTIMATED			
1001AF	LABORER	1180	HRS		
		ESTIMATED			
1001AG	ENGINEER	200	HRS		
1002	NON-DUTY HOUR RATES OF PERSONNEL (FROM 6PM TO 6AM) MONDAY THROUGH FRIDAY, INCLUDING WEEKENDS AND HOLIDAYS				
		ESTIMATED			
1002AA	PLUMBER	40	HRS		

Dayton Trane
Proposal Revision, dated 19 April 2000

EXHIBIT A
FIXED RATE CHART
18 April 2000

F33601-00-R-0006
Page 3 of 6

	LABOR CATEGORY	QUANTITY	UNIT OF ISSUE	HOURLY RATE	ESTIMATED TOTAL
		ESTIMATED			
1002AB	ELECTRICIAN	115	HRS		
		ESTIMATED			
1002AC	PIPEFITTER	145	HRS		
		ESTIMATED			
1002AD	SHEETMETAL WORKER	110	HRS		
		ESTIMATED			
1002AE	REFRIG/HVAC	255	HRS		
		ESTIMATED			
1002AF	LABORER	110	HRS		
1003	PARTS/MATERIALS	1	LO		
	BILLABLE AT STANDARD RATES THAT MUST BE VALIDATED THROUGH SUBMISSION OF INVOICES FROM THE SUPPLIER, PUBLISHED PRICE LIST OR CATALOG PRICE.				
	TOTAL ESTIMATED PRICE FOR OPTION PERIOD I: (LINE ITEMS 1001 - 1003 TO BE TRANSFERRED TO PAGE 2 OF SCHEDULE B)				
	OPTION PERIOD II: 1 MAY 2002 - 30 APR 2003				
2001	REGULAR DUTY HOUR RATES OF PERSONNEL (FROM 6AM TO 6PM) BASED ON A MONDAY THROUGH FRIDAY WORKWEEK				
		ESTIMATED			
2001AA	PLUMBER	400	HRS		
		ESTIMATED			
2001AB	ELECTRICIAN	1250	HRS		
		ESTIMATED			
2001AC	PIPEFITTER	1600	HRS		
		ESTIMATED			
2001AD	SHEETMETAL WORKER	1210	HRS		
		ESTIMATED			
2001AE	REFRIG/HVAC	2810	HRS		
		ESTIMATED			
2001AF	LABORER	1180	HRS		
		ESTIMATED			
2001AG	ENGINEER	200	HRS		

Dayton Trane
Proposal Revision, dated 19 April 2000

EXHIBIT A
FIXED RATE CHART
18 April 2000

F33601-00-R-0006
Page 4 of 6

	LABOR CATEGORY	QUANTITY	UNIT OF ISSUE	HOURLY RATE	ESTIMATED TOTAL
2002	NON-DUTY HOUR RATES OF PERSONNEL (FROM 6PM TO 6AM) MONDAY THROUGH FRIDAY, INCLUDING WEEKENDS AND HOLIDAYS				
		ESTIMATED			
2002AA	PLUMBER	40	HRS		
		ESTIMATED			
2002AB	ELECTRICIAN	115	HRS		
		ESTIMATED			
2002AC	PIPEFITTER	145	HRS		
		ESTIMATED			
2002AD	SHEETMETAL WORKER	110	HRS		
		ESTIMATED			
2002AE	REFRIG/HVAC	255	HRS		
		ESTIMATED			
2002AF	LABORER	110	HRS		
2003	PARTS/MATERIALS	1	LO		
	BILLABLE AT STANDARD RATES THAT MUST BE VALIDATED THROUGH SUBMISSION OF INVOICES FROM THE SUPPLIER, PUBLISHED PRICE LIST OR CATALOG PRICE.				
	TOTAL ESTIMATED PRICE FOR OPTION PERIOD II: (LINE ITEMS 2001 - 2003 TO BE TRANSFERRED TO PAGE 2 OF SCHEDULE B)				
	OPTION PERIOD III: 1 MAY 2003 - 30 APR 2004				
3001	REGULAR DUTY HOUR RATES OF PERSONNEL (FROM 6AM TO 6PM) BASED ON A MONDAY THROUGH FRIDAY WORKWEEK				
		ESTIMATED			
3001AA	PLUMBER	400	HRS		
		ESTIMATED			
3001AB	ELECTRICIAN	1250	HRS		
		ESTIMATED			
3001AC	PIPEFITTER	1600	HRS		
		ESTIMATED			
3001AD	SHEETMETAL WORKER	1210	HRS		

Dayton Trane
Proposal Revision, dated 19 April 2000

EXHIBIT A
FIXED RATE CHART
18 April 2000

F33601-00-R-0006
Page 5 of 6

	LABOR CATEGORY	QUANTITY	UNIT OF ISSUE	HOURLY RATE	ESTIMATED TOTAL
		ESTIMATED			
3001AE	REFRIG/HVAC	2810	HRS		
		ESTIMATED			
3001AF	LABORER	1180	HRS		
		ESTIMATED			
3001AG	ENGINEER	200	HRS		
3002	NON-DUTY HOUR RATES OF PERSONNEL (FROM 6PM TO 6AM)				
	MONDAY THROUGH FRIDAY, INCLUDING WEEKENDS AND HOLIDAYS				
		ESTIMATED			
3002AA	PLUMBER	40	HRS		
		ESTIMATED			
3002AB	ELECTRICIAN	115	HRS		
		ESTIMATED			
3002AC	PIPEFITTER	145	HRS		
		ESTIMATED			
3002AD	SHEETMETAL WORKER	110	HRS		
		ESTIMATED			
3002AE	REFRIG/HVAC	255	HRS		
		ESTIMATED			
3002AF	LABORER	110	HRS		
3003	PARTS/MATERIALS	1	LO		
	BILLABLE AT STANDARD RATES THAT MUST BE				
	VALIDATED THROUGH SUBMISSION OF				
	INVOICES FROM THE SUPPLIER, PUBLISHED				
	PRICE LIST OR CATALOG PRICE.				
	TOTAL ESTIMATED PRICE FOR OPTION PERIOD III:				
	(LINE ITEMS 3001 - 3003 TO BE TRANSFERRED				
	TO PAGE 2 OF SCHEDULE B)				
	OPTION PERIOD IV: 1 MAY 2004 - 30 APR 2005				
4001	REGULAR DUTY HOUR RATES OF PERSONNEL (FROM 6AM TO 6PM)				
	BASED ON A MONDAY THROUGH FRIDAY WORKWEEK				
		ESTIMATED			
4001AA	PLUMBER	400	HRS		

Dayton Trane
Proposal Revision, dated 19 April 2000

EXHIBIT A
FIXED RATE CHART
18 April 2000

F33601-00-R-0006
Page 6 of 6

	LABOR CATEGORY	QUANTITY	UNIT OF ISSUE	HOURLY RATE	ESTIMATED TOTAL
		ESTIMATED			
4001AB	ELECTRICIAN	1250	HRS		
		ESTIMATED			
4001AC	PIPEFITTER	1600	HRS		
		ESTIMATED			
4001AD	SHEETMETAL WORKER	1210	HRS		
		ESTIMATED			
4001AE	REFRIG/HVAC	2810	HRS		
		ESTIMATED			
4001AF	LABORER	1180	HRS		
		ESTIMATED			
4001AG	ENGINEER	200	HRS		
4002	NON-DUTY HOUR RATES OF PERSONNEL (FROM 6PM TO 6AM) MONDAY THROUGH FRIDAY, INCLUDING WEEKENDS AND HOLIDAYS				
		ESTIMATED			
4002AA	PLUMBER	40	HRS		
		ESTIMATED			
4002AB	ELECTRICIAN	115	HRS		
		ESTIMATED			
4002AC	PIPEFITTER	145	HRS		
		ESTIMATED			
4002AD	SHEETMETAL WORKER	110	HRS		
		ESTIMATED			
4002AE	REFRIG/HVAC	255	HRS		
		ESTIMATED			
4002AF	LABORER	110	HRS		
4003	PARTS/MATERIALS	1	LO		
	BILLABLE AT STANDARD RATES THAT MUST BE VALIDATED THROUGH SUBMISSION OF INVOICES FROM THE SUPPLIER, PUBLISHED PRICE LIST OR CATALOG PRICE.				
	TOTAL ESTIMATED PRICE FOR OPTION PERIOD IV: (LINE ITEMS 4001 - 4003 TO BE TRANSFERRED TO PAGE 2 OF SCHEDULE B)				
	GRAND TOTAL (BASE PERIOD, OPTION I, OPTION II, OPTION III, AND OPTION IV)				

Dayton Trane
Proposal Revision, dated 19 April 2000

WAGE DETERMINATION NO: 94-2419 REV (14) AREA: OH, DAYTON

WAGE DETERMINATION NO: 94-2419 REV (14) AREA: OH, DAYTON

FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL

REGISTER OF WAGE DETERMINATION UNDER	U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT	EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor	WAGE AND HOUR DIVISION
	Washington, D.C. 20210
	Wage Determination No.: 94-2419
	Revision No.: 14
Division of Wage Determinations	Date of Last Revision: 05/27/1999

State): Indiana, Ohio

Areas: Indiana COUNTIES OF Randolph, Union, Wayne
Ohio COUNTIES OF Champaign, Clark, Clinton, Darke, Greene, Logan,
Miami, Montgomery, Preble, Shelby

** Fringe Benefits Required For All Occupations Included In
This Wage Determination Follow the Occupational Listing **

OCCUPATION CODE AND TITLE

MINIMUM HOURLY WAGE

Administrative Support and Clerical Occupations:

01011 Accounting Clerk I	\$ 9.23
01012 Accounting Clerk II	\$ 9.63
01013 Accounting Clerk III	\$ 11.26
01014 Accounting Clerk IV	\$ 14.05
01030 Court Reporter	\$ 11.63
01050 Dispatcher, Motor Vehicle	\$ 13.31
01060 Document Preparation Clerk	\$ 9.99
01070 Messenger (Courier)	\$ 8.04
01090 Duplicating Machine Operator	\$ 9.99
01110 Film/Tape Librarian	\$ 9.93
01115 General Clerk I	\$ 7.80
01116 General Clerk II	\$ 8.12
01117 General Clerk III	\$ 9.62
01118 General Clerk IV	\$ 11.52
01120 Housing Referral Assistant	\$ 14.17
01131 Key Entry Operator I	\$ 8.36
01132 Key Entry Operator II	\$ 10.84
01191 Order Clerk I	\$ 8.08
01192 Order Clerk II	\$ 11.28
01261 Personnel Assistant (Employment) I	\$ 8.37
01262 Personnel Assistant (Employment) II	\$ 9.40
01263 Personnel Assistant (Employment) III	\$ 11.78
01264 Personnel Assistant (Employment) IV	\$ 13.12
01270 Production Control Clerk	\$ 15.13

01290 Rental Clerk	\$ 10.65
01300 Scheduler, Maintenance	\$ 10.65
01311 Secretary I	\$ 10.65
01312 Secretary II	\$ 12.48
01313 Secretary III	\$ 14.17
01314 Secretary IV	\$ 17.38
01315 Secretary V	\$ 19.29
01320 Service Order Dispatcher	\$ 11.36
01341 Stenographer I	\$ 8.85
01342 Stenographer II	\$ 10.59
01400 Supply Technician	\$ 17.38
01420 Survey Worker (Interviewer)	\$ 11.63
01460 Switchboard Operator-Receptionist	\$ 8.28
01510 Test Examiner	\$ 12.48
01520 Test Proctor	\$ 12.48
01531 Travel Clerk I	\$ 8.60
01532 Travel Clerk II	\$ 9.17
01533 Travel Clerk III	\$ 9.73
01611 Word Processor I	\$ 10.50
01612 Word Processor II	\$ 11.80
01613 Word Processor III	\$ 13.22

Automatic Data Processing Occupations:

03010 Computer Data Librarian	\$ 9.57
03041 Computer Operator I	\$ 9.57
03042 Computer Operator II	\$ 10.75
03043 Computer Operator III	\$ 13.53
03044 Computer Operator IV	\$ 16.05
03045 Computer Operator V	\$ 17.77
03071 Computer Programmer I 1/	\$ 16.17
03072 Computer Programmer II 1/	\$ 19.45
03073 Computer Programmer III 1/	\$ 22.46
03074 Computer Programmer IV 1/	\$ 26.89
03101 Computer Systems Analyst I 1/	\$ 22.06
03102 Computer Systems Analyst II 1/	\$ 24.71
03103 Computer Systems Analyst III 1/	\$ 27.62
03160 Peripheral Equipment Operator	\$ 11.01

Automotive Service Occupations:

05005 Automobile Body Repairer, Fiberglass	\$ 17.89
05010 Automotive Glass Installer	\$ 16.56
05040 Automotive Worker	\$ 16.56
05070 Electrician, Automotive	\$ 17.24
05100 Mobile Equipment Servicer	\$ 15.24
05130 Motor Equipment Metal Mechanic	\$ 17.89
05160 Motor Equipment Metal Worker	\$ 16.56
05190 Motor Vehicle Mechanic	\$ 16.79
05220 Motor Vehicle Mechanic Helper	\$ 14.58
05250 Motor Vehicle Upholstery Worker	\$ 15.90
05280 Motor Vehicle Wrecker	\$ 16.56
05310 Painter, Automotive	\$ 17.24
05340 Radiator Repair Specialist	\$ 16.56

05370 Tire Repairer	\$ 15.24
05400 Transmission Repair Specialist	\$ 17.89

Food Preparation and Service Occupations:

07010 Baker	\$ 11.01
07041 Cook I	\$ 10.19
07042 Cook II	\$ 11.01
07070 Dishwasher	\$ 8.53
07100 Food Service Worker (Cafeteria Worker)	\$ 8.53
07130 Meat Cutter	\$ 11.01
07250 Waiter/Waitress	\$ 8.91

Furniture Maintenance and Repair Occupations:

09010 Electrostatic Spray Painter	\$ 17.24
09040 Furniture Handler	\$ 13.27
09070 Furniture Refinisher	\$ 17.24
09100 Furniture Refinisher Helper	\$ 14.58
09110 Furniture Repairer, Minor	\$ 15.90
09130 Upholsterer	\$ 17.24

General Service and Support Occupations:

11030 Cleaner, Vehicles	\$ 8.53
11060 Elevator Operator	\$ 8.53
11090 Gardener	\$ 10.19
11121 Housekeeping Aide I	\$ 7.89
11122 Housekeeping Aide II	\$ 8.96
11150 Janitor	\$ 8.96
11210 Laborer, Grounds Maintenance	\$ 8.99
1240 Maid or Houseman	\$ 7.89
11270 Pest Controller	\$ 10.92
11300 Refuse Collector	\$ 9.81
11330 Tractor Operator	\$ 9.91
11360 Window Cleaner	\$ 9.44

Health Occupations:

12020 Dental Assistant	\$ 10.16
12040 Emergency Medical Technician/Paramedic Ambulance Driver	\$ 10.36
12071 Licensed Practical Nurse I	\$ 12.23
12072 Licensed Practical Nurse II	\$ 13.72
12073 Licensed Practical Nurse III	\$ 15.35
12100 Medical Assistant	\$ 9.44
12130 Medical Laboratory Technician	\$ 10.44
12160 Medical Record Clerk	\$ 10.30
12190 Medical Record Technician	\$ 12.58
12221 Nursing Assistant I	\$ 6.59
12222 Nursing Assistant II	\$ 7.41
12223 Nursing Assistant III	\$ 8.09
12224 Nursing Assistant IV	\$ 9.08
12250 Pharmacy Technician	\$ 11.32
12280 Phlebotomist	\$ 9.82
12311 Registered Nurse I	\$ 14.69
12312 Registered Nurse II	\$ 17.92
12313 Registered Nurse II, Specialist	\$ 17.92
12314 Registered Nurse III	\$ 21.68
12315 Registered Nurse III, Anesthetist	\$ 21.68

12316 Registered Nurse IV \$ 25.98

Information and Arts Occupations:

13002 Audiovisual Librarian	\$ 17.35
13011 Exhibits Specialist I	\$ 14.70
13012 Exhibits Specialist II	\$ 19.53
13013 Exhibits Specialist III	\$ 21.85
13041 Illustrator I	\$ 14.70
13042 Illustrator II	\$ 19.53
13043 Illustrator III	\$ 21.85
13047 Librarian	\$ 19.26
13050 Library Technician	\$ 11.63
13071 Photographer I	\$ 12.88
13072 Photographer II	\$ 14.70
13073 Photographer III	\$ 19.53
13074 Photographer IV	\$ 21.85
13075 Photographer V	\$ 25.02

Laundry, Dry-cleaning, Pressing and Related Occups:

15010 Assembler	\$ 6.23
15030 Counter Attendant	\$ 6.23
15040 Dry Cleaner	\$ 8.21
15070 Finisher, Flatwork, Machine	\$ 6.23
15090 Presser, Hand	\$ 6.23
15100 Presser, Machine, Dry-cleaning	\$ 6.23
15130 Presser, Machine, Shirts	\$ 6.23
15160 Presser, Machine, Wearing Apparel, Laundry	\$ 6.23
15190 Sewing Machine Operator	\$ 8.84
15220 Tailor	\$ 9.46
15250 Washer, Machine	\$ 6.89

Machine Tool Operation and Repair Occupations:

19010 Machine-Tool Operator (Toolroom)	\$ 17.62
19040 Tool and Die Maker	\$ 21.92

Materials Handling and Packing Occupations:

21010 Fuel Distribution System Operator	\$ 16.19
21020 Material Coordinator	\$ 17.47
21030 Material Expediter	\$ 17.47
21040 Material Handling Laborer	\$ 14.95
21050 Order Filler	\$ 10.38
21071 Forklift Operator	\$ 14.93
21080 Production Line Worker (Food Processing)	\$ 13.78
21100 Shipping/Receiving Clerk	\$ 12.28
21130 Shipping Packer	\$ 12.28
21140 Store Worker I	\$ 11.66
21150 Stock Clerk (Shelf Stocker; Store Worker II)	\$ 13.43
21210 Tools and Parts Attendant	\$ 14.07
21400 Warehouse Specialist	\$ 14.07

Mechanics and Maintenance and Repair Occupations:

23010 Aircraft Mechanic	\$ 17.89
23040 Aircraft Mechanic Helper	\$ 14.58
23050 Aircraft Quality Control Inspector	\$ 18.52
23060 Aircraft Servicer	\$ 15.90

23070 Aircraft Worker	\$ 16.56
23100 Appliance Mechanic	\$ 17.24
23120 Bicycle Repairer	\$ 15.24
23125 Cable Splicer	\$ 17.89
23130 Carpenter, Maintenance	\$ 17.24
23140 Carpet Layer	\$ 16.56
23160 Electrician, Maintenance	\$ 17.66
23181 Electronics Technician, Maintenance I	\$ 11.43
23182 Electronics Technician, Maintenance II	\$ 16.83
23183 Electronics Technician, Maintenance III	\$ 17.60
23260 Fabric Worker	\$ 15.90
23290 Fire Alarm System Mechanic	\$ 17.89
23310 Fire Extinguisher Repairer	\$ 15.24
23340 Fuel Distribution System Mechanic	\$ 17.89
23370 General Maintenance Worker	\$ 16.56
23400 Heating, Refrigeration and Air-Conditioning Mechanic	\$ 17.89
23430 Heavy Equipment Mechanic	\$ 17.89
23440 Heavy Equipment Operator	\$ 17.89
23460 Instrument Mechanic	\$ 17.89
23470 Laborer	\$ 9.81
23500 Locksmith	\$ 17.24
23530 Machinery Maintenance Mechanic	\$ 21.88
23550 Machinist, Maintenance	\$ 16.79
23580 Maintenance Trades Helper	\$ 14.58
23640 Millwright	\$ 20.42
23700 Office Appliance Repairer	\$ 17.24
23740 Painter, Aircraft	\$ 17.24
23760 Painter, Maintenance	\$ 17.24
23790 Pipefitter, Maintenance	\$ 19.21
23800 Plumber, Maintenance	\$ 18.51
23820 Pneudraulic Systems Mechanic	\$ 17.89
23850 Rigger	\$ 17.89
23870 Scale Mechanic	\$ 16.56
23890 Sheet-Metal Worker, Maintenance	\$ 17.89
23910 Small Engine Mechanic	\$ 16.56
23930 Telecommunications Mechanic I	\$ 17.89
23931 Telecommunications Mechanic II	\$ 20.03
23950 Telephone Lineman	\$ 17.89
23960 Welder, Combination, Maintenance	\$ 17.89
23965 Well Driller	\$ 17.89
23970 Woodcraft Worker	\$ 17.89
23980 Woodworker	\$ 15.24

Personal Needs Occupations:

24570 Child Care Attendant	\$ 8.83
24580 Child Care Center Clerk	\$ 11.82
24600 Chore Aide	\$ 8.83
24630 Homemaker	\$ 12.61

Plant and System Operation Occupations:

25010 Boiler Tender	\$ 17.89
25040 Sewage Plant Operator	\$ 17.24

25070 Stationary Engineer	\$ 19.18
25190 Ventilation Equipment Tender	\$ 16.10
25210 Water Treatment Plant Operator	\$ 17.24

Protective Service Occupations:

27004 Alarm Monitor	\$ 12.82
27006 Corrections Officer	\$ 13.51
27010 Court Security Officer	\$ 15.02
27040 Detention Officer	\$ 15.02
27070 Firefighter	\$ 14.63
27101 Guard I	\$ 7.90
27102 Guard II	\$ 12.36
27130 Police Officer	\$ 17.48

Stevedoring/Longshoremen Occupational Services:

28010 Blocker and Bracer	\$ 15.65
28020 Hatch Tender	\$ 15.86
28030 Line Handler	\$ 15.86
28040 Stevedore I	\$ 15.04
28050 Stevedore II	\$ 16.31

Technical Occupations:

29010 Air Traffic Control Specialist, Center 2/	\$ 25.08
29011 Air Traffic Control Specialist, Station 2/	\$ 17.30
29012 Air Traffic Control Specialist, Terminal 2/	\$ 19.05
29023 Archeological Technician I	\$ 14.09
29024 Archeological Technician II	\$ 15.78
29025 Archeological Technician III	\$ 19.53
29030 Cartographic Technician	\$ 19.53
29035 Computer Based Training (CBT) Specialist/Instructor	\$ 24.56
29040 Civil Engineering Technician	\$ 19.53
29061 Drafter I	\$ 12.77
29062 Drafter II	\$ 14.35
29063 Drafter III	\$ 16.38
29064 Drafter IV	\$ 21.76
29081 Engineering Technician I	\$ 11.08
29082 Engineering Technician II	\$ 12.45
29083 Engineering Technician III	\$ 16.78
29084 Engineering Technician IV	\$ 18.04
29085 Engineering Technician V	\$ 22.00
29086 Engineering Technician VI	\$ 26.69
29090 Environmental Technician	\$ 19.01
29100 Flight Simulator/Instructor (Pilot)	\$ 24.89
29150 Graphic Artist	\$ 19.70
29160 Instructor	\$ 22.05
29210 Laboratory Technician	\$ 15.56
29240 Mathematical Technician	\$ 18.00
29361 Paralegal/Legal Assistant I	\$ 11.63
29362 Paralegal/Legal Assistant II	\$ 16.20
29363 Paralegal/Legal Assistant III	\$ 19.76
29364 Paralegal/Legal Assistant IV	\$ 23.98
29390 Photooptics Technician	\$ 18.42

29480 Technical Writer	\$ 26.16
29491 Unexploded Ordnance Technician I	\$ 15.94
29492 Unexploded Ordnance Technician II	\$ 19.29
29493 Unexploded Ordnance Technician III	\$ 23.12
29494 Unexploded Safety Escort	\$ 15.94
29495 Unexploded Sweep Personnel	\$ 15.94
29620 Weather Observer, Senior 3/	\$ 15.02
29621 Weather Observer, Combined Upper Air & Surface Programs 3/	\$ 13.53
29622 Weather Observer, Upper Air 3/	\$ 13.53

Transportation/Mobile Equipment Operation Occups:

31030 Bus Driver	\$ 12.21
31260 Parking and Lot Attendant	\$ 7.33
31290 Shuttle Bus Driver	\$ 11.32
31300 Taxi Driver	\$ 9.07
31361 Truckdriver, Light Truck	\$ 10.24
31362 Truckdriver, Medium Truck	\$ 12.19
31363 Truckdriver, Heavy Truck	\$ 12.44
31364 Truckdriver, Tractor-Trailer	\$ 16.15

Miscellaneous Occupations:

99020 Animal Caretaker	\$ 9.39
99030 Cashier	\$ 7.21
99041 Carnival Equipment Operator	\$ 11.40
99042 Carnival Equipment Repairer	\$ 11.72
99043 Carnival Worker	\$ 9.80
99050 Desk Clerk	\$ 8.83
99095 Embalmer	\$ 18.00
99300 Lifeguard	\$ 8.38
99310 Mortician	\$ 20.70
99350 Park Attendant (Aide)	\$ 10.52
99400 Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	\$ 9.05
99500 Recreation Specialist	\$ 12.24
99510 Recycling Worker	\$ 11.25
99610 Sales Clerk	\$ 7.87
99620 School Crossing Guard (Crosswalk Attendant)	\$ 8.53
99630 Sports Official	\$ 8.38
99658 Survey Party Chief (Chief of Party)	\$ 15.50
99659 Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	\$ 12.17
99660 Surveying Aide	\$ 7.95
99690 Swimming Pool Operator	\$ 11.21
99720 Vending Machine Attendant	\$ 9.78
99730 Vending Machine Repairer	\$ 11.01
99740 Vending Machine Repairer Helper	\$ 9.78

** Fringe Benefits Required For All Occupations Included In
This Wage Determination **

HEALTH & WELFARE: \$1.63 an hour or \$65.20 a week or \$282.53 a month.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or

successor, wherever employed, and with predecessor contractors in the performance of similar work at the same Federal facility. (See 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King JR's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29CFR 4.174)

1/

Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See 29 CFR 4.156)

2/

APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3/

WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

***** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance this contract (either by the terms of the Government contract the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$4.25 per week (or \$.85 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Titles and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Second Supplement, dated August 1995, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE
{Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed. The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees. Information required by the Regulations must be submitted on SF1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

22 January 2003

**STATEMENT OF WORK (Revision 2)
TO PERFORM MAINTENANCE OF
CENTRIFUGAL AND SCREW CHILLERS AND AIR CONDITIONING SYSTEMS AT
WRIGHT-PATTERSON AFB**

1. SCOPE OF WORK

The work consists of performing maintenance, improvements, overhaul, routine repair and emergency service calls on centrifugal, screw and reciprocal chillers, air conditioning systems, and associated cooling system components at Wright Patterson AFB, OH. Associated cooling system components include, but are not limited to water towers, ductwork and environmental control systems and interfaces. This work shall include moving necessary rigging and materials on the job site for normal recommended maintenance, performance of this contract, testing, and cleanup. Overhaul work will be scheduled only if additional funds become available. The Government will provide a list of those chillers to be overhauled and a schedule will be agreed upon before any overhaul work commences. Other repair or emergency actions shall be identified to the contractor by the contracting officer's representative (project inspector). All work will be accomplished on an on-call (service call) basis with necessary man-hours and repair parts identified prior to start of work. The contractor is not responsible for window and computer room air conditioners.

2. LOCATION

Chillers, air conditioning systems, and associated cooling system components are located on Wright-Patterson AFB, OH. These systems and components may require maintenance, improvements, overhaul, routine repair or emergency service call maintenance as specified in paragraphs 16 through 20.

3. GOVERNMENT FURNISHED PROPERTY

All refrigerant used in the performance of this contract will be provided by the government at no additional cost to the contractor. The contractor shall be responsible for the transportation of refrigerants.

4. COORDINATION AND SCHEDULING

A. The contractor's superintendent in charge of this work shall contact the Civil Engineering Maintenance office, Bldg 22, Area C, 788 CES/CEZ, A MINIMUM OF 72 HOURS BEFORE starting initial work, before restarting work after a lengthy delay, and prior to moving men and equipment from one work site to another.

B. SPECIAL NOTICE: Performance period. Contractor shall normally perform all scheduled overhaul work included in this contract between 1 November & 30 April of each respective year.

C. The Contractor shall visit the work area to become thoroughly familiar with all details of the work and working conditions, verify necessary dimensions in the field, and advise the project inspector of any discrepancies before performing any work.

D. Work will normally be performed during normal duty hours (6AM - 6PM Monday through Friday). However, the Government may direct work be accomplished during non-duty hours (6PM - 6AM Monday through Friday, Weekends and Holidays).

E. Deleted.

F. Some projects may require the contractor to schedule work to coincide with work being performed on other ongoing contracts or with ongoing Government work. The project inspector will notify the contractor when this occurs and this shall be reflected in the contractors schedule as submitted.

5. FIRE PREVENTION

A. The contractor shall comply with all requirements of the National Fire Codes and Air Force Instruction 91-301, *Air Force Occupational and Environmental Safety Plan, Fire Prevention and Health (AFOSH)* as they relate to the work.

B. The contractor shall not do any welding or use any flame apparatus without obtaining clearance from the fire inspector. The fire inspector may be contacted by phone, 257-6933. The contractor shall notify the fire inspector 24 hours in advance of the intended use of any flame apparatus. The contractor shall, when using flame apparatus, provide fire protection devices, such as non-combustible coverings and fire extinguishers and take other precautions, as directed by the fire inspector.

6. APPLICABLE PUBLICATIONS

The contractor shall follow the appropriate Manufacturer's recommended maintenance procedures, bulletins, manuals, etc. when performing this work.

7. MANUFACTURED PRODUCTS

Parts to be replaced by the contractor shall be new and certified as such. The contractor shall certify that the parts are compatible with the specific chiller and are fully warranted by the original chiller manufacturer. Where a particular system, product, or material is specified by name it shall be considered to be required. The contractor may propose the use of an alternative product by submitting all relevant product information to the contracting officer for approval. To be accepted, the alternate product must be equal to, or better than, the specified product as determined by the contracting officer.

8. PROTECTION OF GOVERNMENT PROPERTY AND PERSONNEL

A. The contractor shall protect Government and non-Government property and personnel on base from damage or injury of any nature.

B. The contractor shall accomplish the work in accordance with the provisions of Federal, State, and Ohio Industrial Commission and American Standard Safety Code for Building Construction, American Standard Association, applicable parts of Air Force, Base Safety and Fire Prevention regulations and instructions. The project inspectors will assist in matters of safety to ensure compliance with all contract safety requirements.

C. Damages of any nature caused by this work shall be repaired or replaced by the contractor at no expense to the Government. If the contractor does not satisfactorily repair or replace the damaged property, the Government reserves the right to make the necessary corrections. The contractor shall reimburse the Government for consequential damages and for all materials and labor expended for the corrections.

D. The contractor shall furnish, place, and maintain barricades necessary to maintain traffic. All access drives and doors must be clear at all times.

9. STORAGE AND PROTECTION OF MATERIALS

A. The contractor may store materials and tools at the work site / mechanical room if they do not interfere with day to day operations, subject to inspection and approval by the project inspector. The contractor shall be responsible for securing tools and material in contractor provided lockers or by chains, cables or other means. If the work site / mechanical room is not adequate, the government will provide an alternate storage location which may not necessarily be near the work site. The contractor shall be responsible for the protection of any materials that are stored off base,

B. The contractor shall not store any materials in unapproved storage areas.

C. The contractor shall deliver materials to the site in an undamaged condition. The contractor shall store material in an approved manner and protect them from contact with the soil, moisture, and the elements until ready to be used. The contractor shall label materials for ready identification. Labels shall include name of manufacturer and name and number of the product. Damaged materials shall be removed from the site and replaced with approved materials.

10. REMOVALS AND SALVAGE

All removed materials and debris (with the exception of recovered refrigerant described in paragraph 14.C.) shall become the property of the contractor unless otherwise designated in writing by the project inspector. The contractor shall remove these materials, from the work areas as they accumulate and properly dispose of off base.

11. DAILY CLEAN UP

A. The contractor shall keep the storage and work areas clean of all debris on a daily basis or more often as required by the project inspector.

B. The contractor shall properly dispose of combustible wastes at the end of each workday and shall not allow them to accumulate.

12. UTILITIES

A. The contractor may request access to Government utilities that are readily available in the work area (e.g. current or tap water in buildings). The project inspector must approve such a request before the contractor uses any Government utilities.

B. Required utilities which are not readily available in the work area or which would cause significant expense or inconvenience to the Government shall be provided by the contractor.

C. The contractor shall coordinate through the project inspector any requirement for temporary disconnection or interruption of a utility for any period of time.

D. The contractor shall accomplish any utility shutdowns after normal base work hours or on weekends.

E. To effect a utility shutdown, the contractor shall submit a request in writing to Civil Engineer Customer Service, Bldg 22, Area C, 14 days in advance of the necessary shutdown. The

request shall contain the following:

1. Name of Contractor
2. Reason for the shutdown
3. Request date for shutdown
4. Duration of shutdown
5. Buildings or parts of buildings affected
6. Utilities affected

F. The contractor shall not effect a shutdown until all approvals have been obtained and a signed AF Form 103, Civil Engineer Construction Permit, has been issued.

13. ENVIRONMENTAL PROTECTION

A. The contractor shall not discharge fuels, oils, pesticides, or any other toxic or hazardous substances into the storm or sanitary sewers of the base. When applicable, control dust and prevent erosion on the work site.

B. Open burning is not permitted on base.

C. The contractor shall control litter at all times by keeping it in containers. The contractor shall remove debris from the base and dispose of it in a State approved landfill.

D. The contractor shall remove all equipment, drums, containers, and all other material upon contract completion.

E. The contractor shall follow manufacturer's guidelines and professional recommendations for control of humidity, temperature, cleanliness and material handling relative to storage and use of all hazardous materials (HAZMAT). The contractor shall use, handle and store all HAZMAT IAW all Federal, State and Local laws, policies, regulations and procedures.

F. The contractor shall submit a WPAFB Form 1414 Contractor Hazardous Material Notification to the contracting officer (CO) with a copy to 88th Air Base Wing Environmental Management, HAZMAT Cell (88 ABW/EMV-H) within 15 days of award, which lists the materials and corresponding Material Safety Data Sheet (MSDS) for each HAZMAT product to be used for this contract. Information regarding any additional HAZMAT items identified after the start of performance of this contract shall be submitted on a WPAFB Form 1414 by the contractor with corresponding MSDS to the CO and a copy to the 88 ABW/EMV-H, 15 days prior to bringing the HAZMAT onto Wright-Patterson Air Force Base (WPAFB). Additionally, the contractor must report within two workdays in writing to the 88 ABW/EM HAZMAT Cell when a HAZMAT container is empty and/or removed from the installation.

1) Environmental Violations and Fines. It is the contractor's responsibility to request assistance from the appropriate environmental management function in interpreting and determining the applicability of all environmental laws and regulations. The environmental management function has sole authority to determine the applicability of environmental laws and regulations, and it is the contractor's responsibility to comply with such determinations. The contractor shall reimburse the Government for any remediation undertaken to clean up spills or releases of hazardous substances caused by the contractor and for any civil or criminal fines or penalties for any environmental infraction caused by the contractor.

2) Notification of Environmental Spills. If the contractor discovers or detects a spill or release of any hazardous substance contained in 40 CFR 302 (or other applicable environmental

statutes or regulation) into the environment, the contractor or its agent shall immediately report the incident by dialing 911 for base emergency support. Additionally, the contractor shall call the 88th ABW/EM at 257-7152 to report the spill. It is the responsibility of the 88th ABW/EM office to make notifications to off-base regulatory agencies for reportable spills or releases that occur as a result of on-base activities. The liability of the spill or release and clean-up of such substance rests solely with the contractor and its agent. If the spill occurs off base and is caused by the contractor, the contractor is responsible for making the required notifications to the appropriate regulatory agencies and contacting the appropriate base organizations. If the contractor detects spills or releases of any substance mentioned above which they did not spill or release, they shall still complete the reporting requirements.

G. The contractor shall manage all hazardous, toxic or special wastes which cannot be disposed of as solid waste in a "Subtitle D" landfill IAW all Federal, State, local and Air Force environmental laws, policies, regulations and procedures as specified in, but not limited to: 40 Code of Federal Regulations (CFR) Parts 260 through 268; 40 CFR Part 761; 40 CFR Part 279; 49 CFR Parts 170 through 177; Ohio Administrative Code (OAC) 3745-50 through 3745-58; Air Force Instruction (AFI) 32-7042; AFMC Standard Hazardous Waste Operating Procedures; WPAFB Instruction 32-7001 and the Wright-Patterson Air Force Base Hazardous Waste Management Plan, the most recent edition, including all policy statements contained therein.

H. The contractor shall manage all Used Oil and WLPP IAW the 88 ABW/EM Used Oil and Waste Liquid Petroleum Management Policy #1-EM-94335.

I. The contractor shall manage all PCB and PCB-contaminated items IAW the most recent version of Base Specification Section 02083, Removal of PCB and PCB-Contaminated Transformers and Other PCB Items.

J. The contractor shall manage all solid, or special wastes which can or can not be disposed of as solid waste in a "Subtitle D" landfill, IAW all Federal, State, local and Air Force environmental laws, policies, regulations and procedures as specified in, but not limited to: 40 CFR Part 240-259, OAC 3745, AFI 32-7080, Pollution Prevention Plan, Executive Order 12873, 20 Oct 93, Policy for DoD Recycling, 28 Sep 93 AFMC Qualified Recycling Program Guidance and the WPAFB Qualified Recycling Plan.

K. Definitions

1) Hazardous Material (HM): Any substance or material, in any quantity or form that has the potential to harm human health or the environment. HM includes materials that are physical hazards. The materials listed as hazardous in Superfund Amendments and Reauthorization Act (SARA), Title 313d, and subsequently all products containing these materials as constituents in percentages above safe levels as determined by the Environmental Protection Agency (EPA) and Occupational safety and health Administration (OSHA) studies. Specific hazardous substances definitions may be found in OSHA 29 CFR 1910.1200 (120?), 29 CFR 1910.1000, Subpart Z, Toxic and Hazardous Substances; EPA 40 CFR Chapter 1, Table 302.4, Section 261.33, Section 302 of SARA Title III; the EPA List of Lists and the Department of Transportation 49 CFR Section 172.101, Hazardous Material Table. Hazardous Material stock class numbers and their definitions can be found by using Federal Standard 313 C, Table I and II in lieu of specific information.

2) Hazardous Waste (HW): Wastes which are listed by chemical name in 40 CFR 261 Subpart D, and/or exhibit one or more of the characteristics described in 40 CFR 261 Subpart C.

3) Special Waste: A waste as defined by 40 CFR Part 240.101 (Z). A nonhazardous solid waste requiring handling other than that normally used for municipal solid waste.

14. CFC & HCFC (REFRIGERANT) RECOVERY RECLAIMING/RECYCLING

A. In accordance with the 1990 Clean Air Act, the contractor shall prevent all venting of refrigerant during performance of this contract (as described in paragraph 16 through 20). The contractor shall use only UL or another independent testing organizations approved refrigerant recycling equipment during any service performed on base. The contractor shall use recovery, recycling, or reclaiming equipment designed in accordance with Air-Conditioning and Refrigeration Institute (ARI) Standard 740.

B. The repair of refrigerant leaks by the contractor shall be warranted for a period of one year after service. Leaks shall be repaired in accordance with American Society of Heating Refrigeration and Air-Conditioning Engineers (ASHRAE) Guideline 3-1990. Location of leaks repaired shall appear on detailed drawings and submitted to the Chief, Facility Maintenance Flight, 788 CES/CEZFZ.

C. All recovered/recycled refrigerant will remain the exclusive property of the Government for the expressed reuse in our equipment.

D. When work is completed, the contractor shall coordinate with the project inspector prior to recharging the system with refrigerant. The contractor shall provide evacuation pressure readings at the beginning and end of the 24-hour evacuation period.

E. The contractor shall comply with all Federal, State, and local regulations concerning CFC and HCFC.

F. The recycling equipment used by the contractor shall utilize oil separation, single or multi-pass devices, such as replaceable core filter dryers, or desiccant filtration.

15. COORDINATION, INSPECTION AND ACCEPTANCE FOR DELIVERY ORDERS

The Statement of Work (SOW) describes, in general terms, the tasks to be accomplished. Blanket Delivery Orders will be issued for each fiscal year. The work performed under the blanket delivery orders will include service calls, overhaul tasks, other related chiller maintenance tasks and emergency service calls. Firm Fixed Price service calls and tasks will be negotiated and assigned in writing by the contracting officer. Emergency service calls will be assigned as set forth in paragraph 20.B. Individual firm fixed price delivery orders may also be issued for specific work to be completed. The contractor shall coordinate and schedule work with the designated government representative prior to performance. All orders shall be issued against the contract in writing on a SF1449. Each order shall contain a citation of funds from which payment shall be made and shall be signed by the Contracting Officer. An order is considered "issued" when the Government deposits the order in the mail or hands it to the contractor's representative.

A. Submit for approval all items described below:

1) Prior to commencement of work, contractor shall demonstrate by submittal of work history that the mechanic performing the work is competent, qualified, and is regularly involved in screw and centrifugal chiller work for a period of 3 or more consecutive years. The mechanic performing refrigerant recover/recycling must also be currently certified in work of this nature. A copy of the technician's refrigerant certification shall be submitted prior to start of work. Work shall not commence until the project inspector approves the submittal. The contractor shall also

demonstrate by submittal of EPA approved documentation that the refrigeration recovery/recycling equipment is certified by Underwriters Laboratories (UL), or another independent testing organization. Equipment purchased prior to 1 July 1991 will be acceptable, provided it is demonstrated to the contract inspector that the equipment is functionally equivalent to UL certified equipment.

B. Prior to being issued a task or delivery order for work, the contractor shall submit a firm price quote. This includes work determined necessary subsequent to an emergency repair call. The original quote shall be submitted to the contracting office with a copy to the Civil Engineer contracting officer representative for approval. Each quote shall include the following:

- 1) Contract Number
- 2) Delivery Order Number, if applicable
- 3) Contractor Quote Number (Supplemental estimates after disassembly of equipment as identified in paragraph 18.D and 19.B.4 shall carry the same quote number as the initial task with a suffix, i.e. "-01" or "-A")
- 4) Building Number – location of equipment
- 5) Equipment identification by part number/serial number, as applicable.
- 6) Labor cost in accordance with the bid schedule.
- 7) Material cost in the form of an itemized price list
- 8) A schedule showing the work to be performed
- 9) A description of any EMC interfaces that will be affected by this work.

C. After performance, the contractor shall submit four copies of an itemized list of property installed. This shall contain the following:

- 1) Contract number
- 2) Title
- 3) Project number
- 4) Building number and area
- 5) Location within the facility (post number, etc.)
- 6) Contractor's name and address
- 7) Articles: names, units, type, model, serial numbers, size rating, capacity, manufacturer, cost (less installation, labor, and overhead and profit) and date accepted for use.
- 8) Summary of CFC used by type, amount, and location.

16. MAINTENANCE

Minor routine maintenance will normally not be accomplished under this contract. However, on occasion, the contractor may be asked to perform specific maintenance functions. The contractor shall be responsible for furnishing all labor, equipment, material, and supervision required to accomplish maintenance.

17. IMPROVEMENTS

Improvements to the chillers, air conditioning systems and any associated cooling system components will be accomplished to maximize cost and energy savings. The contractor shall be responsible for furnishing all labor, equipment, material, and supervision required to accomplish

improvements to the chillers, air conditioning systems or any associated cooling system components.

18. SCHEDULED OVERHAUL WORK (Routine inspection and maintenance)

A. As described in paragraph 1, overhaul work will be scheduled only if funds are available. The Government will provide a list of those chillers to be overhauled and a schedule will be agreed upon before any overhaul work commences. Each overhaul will be considered a separate task and authorized by the contracting officer.

B. The contractor shall be responsible for furnishing all labor, equipment, material, and supervision required to accomplish overhauls to the chillers.

C. Disassembly, inspection, lubrication, and testing work done by the contractor shall be in accordance with the manufacturer's instructions.

D. After disassembly of any compressor, evaporator, or condenser, the contractor shall inspect all parts that are subject to wear. Within 48 hours of complete disassembly, the contractor shall submit a written report to the project inspector detailing the condition of the equipment. This report shall include recommendations for replacement of part(s) found to be broken or worn beyond allowable tolerances, the estimated cost for each repair to include cost of parts, number of labor hours and any other miscellaneous expenses. The contractor inspector will visually inspect parts found broken or worn. The contractor shall not reassemble any compressor, evaporator, or condenser until reassemble or repair action has been approved by the government project inspector. Approval will normally be granted by the government project inspector for reassembly or repair action within 5 working days after receipt of the written report.

E. Only the project inspector may grant permission to recharge the system with refrigerant.

19. ROUTINE REPAIR WORK

A. Repair work by the contractor shall include, but is not limited to, centrifugal, screw and reciprocal chillers, air conditioning systems and associated cooling system components. Associated cooling system components include, but are not limited to water towers, ductwork and environmental control systems and interfaces.

B. All repair work shall comply with the following:

1) The contractor shall follow all refrigerant recovery/recycle guidelines as stated in paragraph 14 if applicable.

2) Prior to commencing any repair work the contractor will provide a cost estimate (in accordance with paragraph 15) to the project inspector. No work will be performed until authorized by the contracting officer.

3) The contractor shall be responsible for furnishing all labor, equipment, material, and supervision required to accomplish routine repair service (this includes all technical data from the refrigeration equipment manufacturer such as wiring schematics, specifications, and drawings). This repair service shall be for all the refrigeration equipment listed in paragraph 2 and any associated cooling system components, on an on-call basis.

4) After disassembly of any compressor, evaporator, or condenser, the contractor shall inspect all parts that are subject to wear. Within 48 hours of complete

disassembly, the contractor shall submit a written report to the project inspector detailing the condition of the equipment. This report shall include recommendations for replacement of part(s) found to be broken or worn beyond allowable tolerances, the estimated cost for each repair to include cost of parts, number of labor hours and any other miscellaneous expenses. The contractor inspector will visually inspect parts found broken or worn. The contractor shall not reassemble any compressor, evaporator, or condenser until reassemble or repair action has been approved by the government project inspector. Approval will normally be granted by the government project inspector for reassembly or repair action within 5 working days after receipt of the written report.

5) When requested by the project inspector, eddy current tests will be performed on evaporator and condenser tubes and a report shall be submitted by the contractor within 5 working days of completion of tests. The report shall include location of leaking tubes and recommendations for replacement or plugging of those found not operational with cost estimates for each repair.

6) Parts to be replaced by the contractor shall be new and certified as such. The contractor shall certify that the parts are compatible with the specific equipment and are fully warranted by the original manufacturer. Information about the parts shall be submitted for warranty verification

7) The contractor shall ensure that all equipment is fully operational following maintenance activities and operates for 48 hours prior to final inspection and testing.

20. EMERGENCY SERVICE CALLS (BREAKDOWNS)

A. The contractor shall follow all refrigerant recovery/recycle guidelines as stated in paragraph 14.

B. The contractor shall be responsible for furnishing all labor, equipment, material, and supervision required to accomplish emergency repair service on the refrigeration equipment (this includes all technical data from the refrigeration equipment manufacturer such as wiring schematics, specifications, and drawings). This repair service shall be for centrifugal, screw and reciprocal chillers, air conditioning systems, and associated cooling system components, on an on-call basis. Emergency repair calls shall be authorized by the contracting officer through the contracting officer's representative. The contractor will be furnished an Emergency Repair Number (ex. E-00-001, where E = Emergency, -00- = fiscal year and -001 = sequential number assigned by the contracting officer.) Within five (5) working days, the contractor shall provide a detailed invoice for the emergency call.

C. Service Call - It is anticipated that service call work will be accomplished within normal work hours. However, there may be need for the contractor to respond at any time during the day or any day during the week. Service call response time by the contractor to the site shall be 4 hours from the time of notification. The contractor shall be responsible for restoring the unit to operation within 24 hours of notification. Should the contractor determine that repairs would take longer than 24 hours, he shall notify the contract inspector and explain the conditions that prohibit the completion. The Government will reserve the right to grant an extension to the 24-hour completion time period. The contractor shall have only one person per service call unless more are requested.

D. Following completion of this service, the contractor's personnel shall have the service call report form filled out and signed by the project inspector or a designated Real Property Building Manager.

E. Provisions of paragraphs 19.B.7 and 19.B.8 shall apply to all work required as a service call.

21. WARRANTY PERIOD

A. Contractor shall warrant all labor and materials provided in accordance with this contract for a period of one year from date of completion of the work.

B. Contractor shall warrant all completely overhauled chillers against defects in labor and materials provided for a period of 1 year from initial start-up on the following April. Contractor shall be responsible for initial start-up of each serviced chiller (chillers are overhauled in winter and started in spring).

C. Warranty response - The contractor shall respond within 4 hours of notification of a call and shall stay until the problem is resolved. The contracting officer or the project inspector may make notification. The request for warranty repair will normally be made during regular work hours (M-F, 8-5) but the contractor shall be prepared to respond during other hours as well in the case of emergencies (holidays, weekends, and nights).

22. CLOSEOUT PROCEDURES

When the overhaul of each chiller is substantially complete, the contractor shall notify the project inspector and request an inspection. The contractor shall submit notification, in writing, a minimum of 4 working days prior to the desired inspection date. Include with the notification a list of work items that are yet to be completed, if any.

23. PERFORMANCE OF SERVICES DURING CRISIS DECLARED BY THE NATIONAL COMMAND AUTHORITY OR OVERSEAS COMBATANT COMMANDER.

Performance of service during crises declared by the National Command Authority. All service to be performed under the contract has been determined to be essential for performance during crises. According to Department of Defense Instruction (DoDI) 3020.37, Continuation of Essential DoD Contractor Service During a Crises, and Air Force implementation thereof, it is determined that the contractor will be required to perform during crises situations as deemed necessary by the Government. Service shall be coordinated through the Contracting Officer or Contracting Officer's designated representative.